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Amdt. dated March 1, 2004
Reply to Office Action of Nov 28, 2003
Docket No. 6676-11

REMARKS/ARGUMENTS

These remarks are made in response to the Office Action of November 28, 2003 (Office Action). As this response is timely filed within the three-month shortened statutory period for reply, no fee is believed due.

In paragraph 1 of the Office Action, claims 1-6 and 19 have been rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 5,960,409 to Wexler (Wexler). Claims 13-18 and 20 have been rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,058,417 to Hess *et al.* (Hess). In paragraph 3, claims 7-12 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Wexler in view of U.S. Patent No. 6,601,057 to Underwood *et al.* (Underwood).

Prior to addressing the rejections on the art, a brief review of the Applicant's invention is appropriate. The Applicant has invented a method, system, and apparatus for assisting a website designer in establishing an arrangement between a first website being designed by the website designer and a second website. The arrangement is established to market the first website at the second website upon activation of the first website on the internet.

During the design of the first website, information indicating a type of marketing element can be received through a user interface. The information can specify, for example, marketing elements such as banner ads, links, or the like. The received information also can specify or identify the second website, at which the marketing element being described is to be displayed.

The received information is saved within a database that is coupled to the user interface through which the information was received. The marketing element, particularly one of the type indicated by the received information, can be obtained. Thus, if a banner ad was indicated, a banner ad marketing element can be obtained. In any case, the marketing element is displayed at the second website when the first website is activated with respect to the internet. That is, when the first website being developed is activated, the second website is altered to display the marketing element(s) specified by the developer when developing the first website.

Another embodiment of the present invention concerns a method of assisting a web designer in establishing an e-commerce feature on a first website. A selection of an e-commerce feature – particularly at least one of a shopping cart or an auction – is received through a user

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interface. Further information such as information concerning a picture of a product to be sold, information concerning a written description of the product to be sold, information regarding the price of the product to be sold, and information regarding identification of the product can be received as well. When the first website is activated on the internet, the e-commerce feature is displayed. The display also can include at least some of the pictures, written description, price, and identification information for the product.

Turning to the rejections on the art, claims 1-6 and 19 have been rejected 35 U.S.C. § 102(e) as being anticipated by Wexler. Wexler teaches a system and method for providing on-line third party accounting and statistical information. Wexler, however, does not disclose a method or system that causes a second website to display a banner ad that markets a first website being designed by a web designer.

Regarding claims 1 and 19, the Examiner asserts that Wexler teaches the following step:

- during design of the first website, receiving information at a user interface indicating a type of an element for marketing that is to be displayed at the second website, and information specifying the second website at which the element is to be displayed.

In support, the Examiner has cited column 3, lines 35-45. The cited passage, however, teaches only that a user's web browser can establish a link or connection with a website of an entity displaying a banner. This passage teaches nothing more than downloading a banner and displaying the banner in a user's browser. Importantly, Wexler is silent with respect to the notion that information is received during the design of the first website as explicitly stated by claim 1. Moreover, the language of claims 1 and 19 explicitly requires the existence of two websites – a first website being designed and a second website that displays the element specified by the information received through the user interface when designing the first website. Column 1, lines 35-45 note the existence of only a single website.

The Examiner further asserts that Wexler teaches the step of "saving the information at a first database that is coupled to the user interface". In support, column 3, lines 23-35 have been cited. The cited paragraph has been reproduced below:

Moreover, for clarity of explanation, this specification contains terminology and conventions familiar to those skilled in the art. Such terminology is often more metaphorical than literal in nature. For example, while those skilled in the art may

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refer to "visiting" a particular Web site, it should be appreciated that a user does not actually travel to the web site. Rather, a source file that is operable, in conjunction with the user's Web browser, to generate a Web page on a user's computer monitor is downloaded to the user's computer. Those skilled in the art are familiar with such metaphorical terminology and have an understanding of its literal implications and implementations.

As is clear, the above passage includes absolutely no reference to storing information within a database. Instead, Wexler teaches only that a file can be transferred, i.e. downloaded, to a user's computer, but provides no teaching that a database is used. Further, the above passage indicates that information received from a website is downloaded, i.e. a source file such as a web page. In contrast, the Applicant's claim specifically states that the information that is stored is the information received at a user interface that specifies a marketing element to be displayed at a second website.

Finally, with regard to claims 1 and 19, the Examiner contends that Wexler teaches the following steps:

- obtaining the element for marketing of the type indicated; and
- causing the display of the element for marketing at the second website when the first website is activated with respect to the internet, wherein the element for marketing includes at least one of a banner ad concerning the first website and a link to the first website.

Column 4, lines 10-17 of the Wexler specification have been cited for the proposition that Wexler teaches the step of obtaining the element for marketing of the type indicated. The cited passage states:

If enticed by the banner 9, the user can "click" on it, assuming the banner has a link associated with it. In the prior art, a banner typically points to the Web site 17 of the advertiser. A download request signal 19a is sent from the user's Web browser 3 to the advertiser's Web site 17. The Web site 17 downloads information, indicated by the reference numeral 19b, to the user's Web browser 3. The downloaded information is a copy of a hypertext source file operable to generate a Web page of the advertiser.

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Thus, Wexler teaches nothing more than common banner advertising where a user clicks on a banner ad causing the user's browser to be redirected to another web address associated with the banner.

In contrast, the Applicant's claim states that the element itself is obtained. More specifically, the element described by the information received through the user interface is obtained. For example, the banner ad object is obtained. Wexler fails to teach such a step.

Wexler also fails to teach that the element for marketing is caused to be displayed at a second website when the first website is activated with respect to the internet. Column 1, lines 49-60 of the Wexler specification teach only that users can click on banner ads and that browsers can be redirected to addresses associated with the banner ads. Column 3, lines 35-58 provide only a brief description of banner advertising. Column 4, lines 10-17, again, describe how a browser is redirected to an advertiser's website after a user clicks on the advertiser's banner ad.

Importantly, the step of "causing the display of the element for marketing at the second website when the first website is activated with respect to the internet" is not describing a generic banner advertising scheme where a user selects a banner ad and is redirected to the advertiser's website. Rather, the claim states that an element for marketing, i.e. a link, a banner ad, or the like, is caused to be displayed at a second website, when the first website being developed is activated on the internet. This allows a web designer to market a website being developed at other different websites. Wexler is absolutely silent with respect to the process described in claims 1 and 19.

In light of the above discussion, withdrawal of the 35 U.S.C. § 102(e) rejection with respect to claims 1-6 and 19 is respectfully requested.

Claims 13-18 and 20 have been rejected under 35 U.S.C. § 102(e) as being anticipated by Hess. Hess teaches a method and system for information presentation and management in an online trading environment. Claim 13, however, is directed to a method of assisting a web designer establish an e-commerce feature on a first website. As recited, a selection of an e-commerce feature – at least one of a shopping cart or an auction – is received through a user interface. Further information can be received such that when the first website is activated on the internet, the e-commerce feature can be displayed along with the other received information.

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While Hess discloses several web pages that include pictures of products, descriptions of products, and product pricing information, Hess does not teach or suggest that a user can make a selection of either an auction e-commerce feature or a shopping cart e-commerce feature to be included in a website that is under development. Hess also fails to teach that the selected e-commerce feature is displayed on a website when that website is activated on the internet. Accordingly, withdrawal of the 35 U.S.C. § 102(e) rejection with regard to claims 13-18 and 20 is respectfully requested.

In paragraph 3, claims 7-12 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Wexler in view of Underwood. The Examiner concedes that Wexler fails to teach the limitations of claim 7, but asserts that Underwood teaches a system that modifies and creates websites and inserts and edits advertisements. In consequence, it is asserted that it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Wexler with those of Underwood.

Underwood, however, fails to cure the deficiencies of Wexler. In particular Underwood, like Wexler, does not teach or suggest that a marketing element can be indicated during the design of a first website, wherein the marketing element is displayed upon a second website when the first website is activated on the internet. In other words, Wexler does not allow a designer to specify websites (second website) at which the first website – the site being developed by the designer – will be advertised upon activation of the first website on the internet. Thus, the Applicant's invention allows one to place banner ads or links directed to a website being developed on other website(s). The banner ads or links can be displayed on the other website(s) when the first site is activated. Moreover, Underwood does not teach or suggest that a determination can be made as to whether the banner ad for the first website has been designed as recited in claim 7.

Regarding claim 9, the Examiner notes that at column 2, lines 38-40, Underwood states that "[o]ne of the current trends in website development products is the ability to drag objects and position them anywhere on the screen." The cited passage provides no teaching or suggestion related to the 7 individual steps recited in claim 9. The Applicant respectfully

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requests that the Examiner indicate, with particularity, where each feature of claim 9 is disclosed or suggested within Underwood.

Regarding claim 11, it is asserted that Underwood teaches a system that modifies and creates websites with credit card processing. While Underwood teaches credit card processing, Underwood does not teach or suggest that users are charged in connection with the modification of banner ads.

Regarding claim 12, the Examiner contends that Wexler's ability to analyze the number of clicks on a banner and Underwood's teaching of a system to edit and create elements on a website render the features of claim 12 obvious. The Applicant respectfully disagrees. In particular, the ability to count clicks on a banner has no bearing on the features recited in claim 12. Claim 12 states that a first display area is provided and that a selection of a smart agent option is received that indicates a desire to establish an arrangement between a first website being designed and a second website to market the first website. Notably, it is the first website that is being designed that will be advertised by the second website.

Also, claim 12 states that a smart agent menu is displayed that has a suggested marketing locations option. As noted, the marketing location options allow the designer to specify websites at which the first site – the site being developed by the designer – will be advertised. Thus, the Applicant's invention allows one to place banner ads that advertise the website being developed in websites other than the one being developed.

As neither Wexler, Underwood, nor any combination thereof teach or suggest the Applicant's invention as claimed, withdrawal of the 35 U.S.C. § 103(a) rejection with regard to claims 7-12 is respectfully requested.

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The Applicant believes that this application is now in full condition for allowance, which action is respectfully requested. The Applicant requests that the Examiner call the undersigned if clarification is needed on any matter within this Response, or if the Examiner believes a telephone interview would expedite the prosecution of the subject application to completion.

Respectfully submitted,

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